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Plaintiff TEAK WAREHOUSE, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

E-FILED - 12/13/07

KINGSLEY-BATE LTD., a Delaware
Corporation,

Plaintiff,

vs.

TEAK WAREHOUSE, INC., a California
Corporation,

Defendant.

Case No. C-06-3946-RMW

**STIPULATION TO CONTINUANCE OF
INTERIM CASE MANAGEMENT
CONFERENCE;**

[] ORDER

Interim CMC Date: December 14, 2007

TEAK WAREHOUSE, INC., a California
Corporation,

Counterclaim Plaintiff,

vs.

KINGSLEY-BATE LTD., a Delaware
Corporation,

Counterclaim Defendant.

Complaint filed: June 26, 2006

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TO THE COURT AND TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

This Stipulation is made pursuant to Fed. R. Civ. P. 6(b), Local Rule 16-2(e) and Local Rule 7-12 between Defendant and Counterclaim Plaintiff TEAK WAREHOUSE, INC. (“Teak”), on the one hand, and Plaintiff and Counterclaim Defendant KINGSLEY-BATE, LTD. (“Kingsley”), on the other hand, through their undersigned counsel of record, with reference to the following:

A. An Interim Case Management Conference (“CMC”) was set for September 7, 2007. On that date, the parties advised the Court that they required additional time to complete settlement discussions. The Court continued the CMC to October 5, 2007.

B. The parties diligently continued settlement discussions. Prior to October 5, 2007, the parties advised the Court that they required additional time to complete settlement negotiations. The Court continued the CMC to November 9, 2007.

C. The parties then reached an agreement on material terms of a settlement, and advised the Court that they required time to memorialize the settlement in writing. The Court continued the CMC to December 14, 2007.

D. The parties exchanged drafts of a written settlement agreement. The parties require further time to resolve minor drafting issues.

Accordingly, in order to promote the goals of judicial economy and fairness, the parties hereto hereby stipulate and agree as follows:

1. The CMC is continued to January 11, 2008 at 10:30 a.m., or as soon thereafter as the Court’s calendar permits.

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- 1 2. After the written settlement agreement is signed, the parties will,
2 pursuant thereto, (i) file a request for dismissal with the Court, and
3 (ii) contact the courtroom deputy at (408) 535-5375 to take the matter off
4 calendar.

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6 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

7 Dated: December 12, 2007

DAVID M. BASS & ASSOCIATES

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9 By: /s/ David M. Bass

David M. Bass
Attorneys for Defendant and Counterclaim
Plaintiff TEAK WAREHOUSE, INC.

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12 Dated: December 12, 2007

ASKEW & ASSOCIATES

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14 By: /s/ James A. Askew

James A. Askew
Attorneys for Plaintiff and Counterclaim
Defendant KINGSLEY-BATE LTD.

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17 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

18 This is the final continuance.

19 Dated: 12/13, 2007

Ronald M. Whyte